

A.G. Contract No.: KR04-0169TRN  
ADOT ECS File No. JPA 04-002  
Project: Ray Road East side of Interstate  
10 Traffic Interchange, Mill & Overlay  
Project: City of Chandler  
TRACS 1010-C-513 / H6558 01C  
BUDGET SOURCE ITEM No.: 74804

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT is entered into April 28, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, PHOENIX MAINTENANCE DISTRICT, (the "ADOT") and the CITY OF CHANDLER acting by and through its CITY MANAGER, ("the City"), collectively the "Parties".

### RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
  2. The City is empowered by Arizona Revised Statutes Section 48-572, to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
  3. Incident to the City's ongoing construction improvements at Ray Road, adjacent to Interstate 10 (I-10), the State desires the City perform certain work to be incorporated into the City's existing construction improvements, hereinafter referred to as the "Project", in an amount not to exceed \$35,000.00.
  4. The Parties hereto agree and acknowledge to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; 3) Both parties will perform their responsibilities consistent with the agreement.
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NO. 26797  
Filed with the Secretary of State  
Date Filed: 04/28/04

Janice K. Brewer  
Secretary of State

By: Danny D. Greenwald

**II. SCOPE OF WORK**

## 1. The State will:

- a. Upon execution of this agreement, designate the City to be authorized agent for the State's requested improvements to the Project.
- b. Be responsible for actual costs for the Project, in an amount not to exceed \$35,000.00.
- c. Upon 30 days after receipt and approval of an invoice from the City, reimburse the City for the actual costs of the Project, in an amount not to exceed \$35,000.00.
- d. Upon completion and acceptance of the Project by the City, maintain the Project within the State's rights of way.

## 2. The City will:

- a. Upon execution of this agreement, agree to be authorized agent for the State and incorporate the State's requested improvements to the Project.
- b. Upon completion of the Project, invoice the State for the actual costs of the Project incurred by the City, in an amount estimated at \$32,400.00 but not to exceed \$35,000.00. Requests for payment shall be directed to Engineering Consultants Section, Joint Project Administration, at the address indicated below and shall include Form 12-6903 R7/87 (attached).
- c. Upon completion accept the Project on behalf of the parties; maintain the Project outside the State's rights of way.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project work and final reimbursement.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".
6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
Fax: 602-712-7424

City of Chandler  
Public Works  
215 E. Buffalo  
Chandler, AZ 85225-5540

9. Pursuant to Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

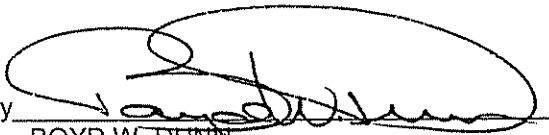
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF CHANDLER**

**STATE OF ARIZONA**

Department Of Transportation

By


  
BOYD W. DUNIN  
Mayor

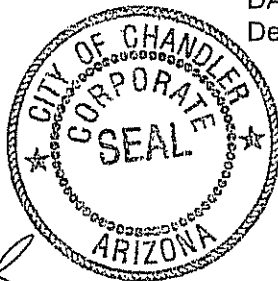
By:

  
DANIEL S. LANCE, P.E.  
Deputy State Engineer

ATTEST

By

  
MARLA PADDOCK  
City Clerk



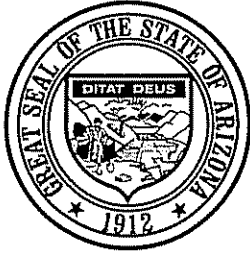
APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12th day of April, 2004.

Dennis M. O'Neill

City Attorney



**ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION**

**MEMORANDUM**

Jeffrey T. Murray  
Assistant Attorney General

Direct: (602) 542-8859  
Fax: (602) 542-3646


**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

A.G. Contract No. KR04-0169TRN (**JPA 04-002**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 22, 2004.

TERRY GODDARD  
Attorney General

  
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JEFFREY T. MURRAY  
Assistant Attorney General  
Transportation Section